

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Precision Medical, Inc.

Confirmation No.: 8972

Application No.: 10/620,530

Patent No.: 6,910,510 B2

Filing Date: July 16, 2003

Patent Date: June 28, 2005

For: PORTABLE, CRYOGENIC GAS DELIVERY
APPARATUS

Attorney Docket No.: 105578-4200

**REVOCATION AND POWER OF ATTORNEY
BY ASSIGNEE UNDER 37 C.F.R. 3.71**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned assignee of the entire interest in the above-identified subject application hereby revokes all previous powers of attorney given and hereby appoints the partners associated with and identified under **Customer No. 28765**, Winston & Strawn LLP, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence for this application to **Customer No. 28765** to the attention of the Patent Department (telephone 202-282-5904, facsimile 202-282-5100).

An executed assignment of the entire interest in the above-identified subject application from the inventors to the assignee is attached. This document:

- ☐ will separately be submitted for recordation.
- ☐ was submitted for recordation on _____.
- ☒ was recorded on February 27, 2004 at Reel 015792, Frame 0200.

The undersigned has reviewed this assignment and, to the best of his/her knowledge, title is in the assignee seeking to take action in this application and that he/she is empowered to act on its behalf.

ASSIGNEE: PRECISION MEDICAL, INC.

Signature: William Reiser
Date of Signature: 4/23/08
Typed Name: William Reiser
Position/Title: Engineering Manager
Address: 300 Held Drive
 Northampton, PA 18067

ASSIGNMENT OF RIGHTS TO INVENTION (Multiple Inventors)

Docket No.: PRE078-210304

Inventors Peter P. Gale
Michael Thomas Delich

Assignee Precision Medical, Inc.

Assignee Address 300 Held Drive
Northampton, PA 18067

WHEREAS, the above-identified inventors (hereinafter termed "Inventors") have invented certain new and useful inventions or improvements (hereinafter termed "the Invention") which are the subject of a U.S. patent application entitled as follows:

PORTABLE, CRYOGENIC GAS DELIVERY APPARATUS

WHEREAS, the above-identified Assignee (hereinafter termed "Assignee") wishes to acquire all right, title, and interest in and to the Invention, in and to said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof:

NOW, THEREFORE, for good and valuable consideration acknowledged by the Inventors to have been received in full from said Assignee:

1. Each of the Inventors hereby sells, assigns, transfers, and conveys unto Assignee, the entire right, title, and interest (a) in and to said Invention; (b) in and to all rights to apply for foreign patents on said Invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said Invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any such applications; (d) in and to each and every reissue or extensions of any or said patents; and (e) in and to all rights to sue for and recover damages for infringement of any and all of the foregoing rights including past infringement.
2. Each of the Inventors hereby covenants and agrees to execute petitions, oaths, specifications, declarations or other papers, and render other assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title, and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance or any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon.

3. Each of the Inventors hereby covenant that he or she has the full right to convey his or her entire interest in the Invention, and that he or she has not executed and will not execute any agreement in conflict herewith.

4. Each of the Inventors hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue to said Assignee the entire right, title, and interest, in and to any and all Letters Patent for said Invention, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the aforesaid application, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Dated: 7-11-03

Inventor 1 Signature: _____

Name: Peter P. Gale

Dated: 7-11-03

Inventor 2 Signature: _____

Name: Michael Thomas Delich